

Before the National Labor Relations Board

For Review of Petition Dismissal by Region 4 Philadelphia Pennsylvania

Allied Barton Security Services Employer

And in re 04-RC163090

National League of Justice and Security

Professionals (NLJSP) Union

And

Service Employees International Union Local 32 BJ

Interested party

Additional Filing

Request for Board Review administrative Dismissal of Petition.

I Introduction

The Petitioner stipulates that SEIU Local 32BJ represents probably one hundred times the number of Allied Barton Security Officers that the Petitioner does in the Philadelphia Market. The Petitioner has one unit certified by Board election and covered by a separate extant CBA with Allied Barton in the Philadelphia Market as identified by the SEIU in their motion. The Philadelphia Security Officers Union (PSOU) also has at least one certified unit with Allied Barton Security Services in the same Philadelphia Market. The Petitioner's previously certified unit is located at the Gallery Place Mall and the PSOU unit is on the campus of the University of Pennsylvania and again the Employer in both cases is Allied Barton Security Services.

The overwhelming success of the SEIU in Philadelphia and indeed in many security markets nationwide has been accomplished through a series of Neutrality Agreements (NA) as referred to by SEIU or what the NLJSP prefers to call Monopoly Agreements (MA). The SEIU (MA) generally require; (1) that an Employer refuse to recognize any Union except the SEIU,(2) the Employer forewear access to the (R) process in front of the NLRB and (3) that an Employer produce to the SEIU a comprehensive list of employees complete with addresses and phone numbers upon either SEIU request or upon contract award. The (MA) usually also compels voluntary recognition of the SEIU after a majority of interest cards are presented to a third party.

The monopoly agreement is then used to accrete a distinct unit with a separate community of interest to a multi-site master CBA as filed by SEIU in their motion to dismiss. The (MA) and the Master CBA produce a feudal effect when combined with the argument that the cobbled together Philadelphia Market Unit is the only appropriate unit.

II Petitioner Argues that the actions of the SEIU Monopoly Agreement to establish de facto multi-site Bargaining Units is Repugnant to the National Labor Relations Act.

The Petitioner in this additional filing makes the argument that the purpose of the National Labor Relations Act is to provide industrial peace in an environment that recognizes the democratic principles of free choices made in appropriate units with a shared community of interests. The NLRA further in plain language, in clear congressional intent and in Board Precedent such as *University of Chicago* is quite

clear that only Guard Unions should represent the employees of an Employer that are Guards.

The SEIU Neutrality Agreement is a device meant to rob Security Employees (Guards under the Act) of any access to the election machinery of the Board. The overlapping “Master CBA” establishes a false multi-site unit that refuses to countenance the community of Interest standard. It further establishes a blockage to any UD proceeding.

The Region cites Met Electrical Testing 331 NLRB 872 (2000) and Ready Mix USA Inc 310 NLRB 946 (2003) which I believe is really 340 NLRB 946 (2003) as examples of multi-site units that are not repugnant to the Act. However, both of these are industrial locations with a physical plant. The inclusion of a stand alone facility with one Employer engaged in a common industrial practices with other facilities engaged in the common task makes nothing but good sense. The multi-site argument is meet and just in those cases.

However, those arguments do not translate at all in the Security Service Industry. Every Contract that the Employer engages in with every Contracting Company or entity sets up a separate bargaining unit. The dynamics between the Employer in the instant case and the contracting authority at Comcast of Philadelphia share absolutely no resemblance to the dynamics at the University of Pennsylvania. This change of dynamics including pay, benefits and workplace rules establishes completely separate communities of interest. This is all true and yet the professional Security Officer at the Comcast campus is lumped in with the Officer standing post at the University of Pennsylvania Medical facility in the instant petition in a contrived and

wholly inappropriate unit for the convenience of the Employer and the SEIU.

The divergence of interests is especially true in the Contract Security industry where the University or Comcast may close one building or open another and move the Security staff. This is not analogous to the industrial environment in the citations provided by Region 4, the Employer and SEIU 32BJ.

The Petitioner argues that the elimination of the access to any of the mechanisms of the Board's election machinery so that 9(b)(3) employees are locked forever in a mixed guard Union and their true community of interest is denied is *inter alia* , *de facto* as well as *de jure* repugnant to the National Labor Relations Act. The petitioned for unit with a true community of interest as outlined in common work rules on a timely RC petition filed should be allowed.

I seek a finding that Multi-site bargaining units can only apply in the Security Industry when there is a Common Contract between the Employer and the Contracting Authority. That would entail that all the employees of the Employer engaged in providing security services on the Comcast campus are in one appropriate unit. All of the employees of the Employer engaged in providing security services at University of Penn Medicine are in another appropriate unit. That is the only way for the Board to answer without overruling *Specialty Healthcare* (2011) or *Macy's Inc.* (2014) and abandoning the community of Interest standards.

For the Petitioner NLJSP

Ronald A. Mikell, President

Ronald A. Mikell

Ronald A. Mikell

7528 June Street

Springfield Va. 22150

Cc By Email

Counsel SEIU 32 BJ

Employer Counsel

Region 4 NLRB